

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

Strategic Fundraising, Inc.

The undersigned state and agree as follows:

The State of Iowa *ex rel.* Tom Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance ("Assurance") with Strategic Fundraising, Inc. ("Respondent") to resolve the Attorney General's inquiry regarding application to Respondent of Iowa's Consumer Fraud Act, Iowa Code § 714.16 ("CFA"), in connection with fundraising solicitations subject to the CFA (hereinafter "fundraising solicitations").

1. Respondent denies wrongdoing or liability of any kind but agrees to enter into this Assurance in order to resolve all issues raised during the Attorney General's inquiry of Respondent. The Attorney General releases Respondent from any and all liability for any potential violation of the CFA in connection with fundraising solicitations conducted prior to the effective date of this Assurance.

2. Respondent is entering into this Assurance solely for the purpose of settlement and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Respondent expressly denies.

3. In the event the Attorney General believes that any fundraising solicitation by Respondent has violated or is in violation of this Assurance, and may warrant legal or administrative action to enforce the Assurance, the Attorney General shall provide Respondent written notice and a reasonable opportunity of no less than thirty (30) days to cure the alleged violation.

4. The effective date of this Assurance is the date of the last signature below.

5. IT IS THEREFORE AGREED that each Respondent and Respondent's employees, successors, and assigns shall comply with the CFA in connection with any fundraising solicitations directed to residents of Iowa. Specifically, and without limiting the foregoing, Respondent shall:

- a. In each telephone solicitation, promptly state its full company name, Strategic Fundraising, Incorporated, and disclose that it is a professional fundraiser;
- b. In response to any inquiry from a potential donor as to the proportion of donated funds that are applied to the charitable mission, disclose the proportion either as the actual percentage for the preceding year relating to the charity in question (as contemplated by Iowa Code Ch. 13C.2.2.) or as a reasonable projection for the current year, described as such;
- c. In response to any inquiry from a potential donor as to the proportion of that donor's specific donation that would be applied to the charitable mission, disclose the proportion either as the actual percentage for the preceding year relating to the charity in question (as reflected in the Iowa registration submitted pursuant to Iowa Code Ch. 13C.1.a and .b) or as a reasonable projection for the current year, described as such;
- d. Additionally, for donor reactivation or acquisition campaigns, in response to either of the inquiries in subparagraphs 5(b) and 5(c) above, it shall disclose the fact that the professional solicitor is compensated on a flat rate per call basis, regardless of whether a donation is pledged; and

- i. For "break even campaigns" only, the fact that the charity's contract with the professional solicitor assures that the charity will never pay expenses for the call that exceed the amount raised;
- ii. For "investment campaigns" only, the fact that the campaign is intended to support and expand the charity's base, and may lead to 100% or more of the proceeds going for fundraising expenses in the short term.

6. IT IS FURTHER AGREED that Respondent shall provide a refund to any Iowa resident who made a donation in response to a solicitation by Respondent that occurred between January 1, 2012 and the effective date of this Assurance and who requests a refund within 90 days of the of the execution of this Assurance.

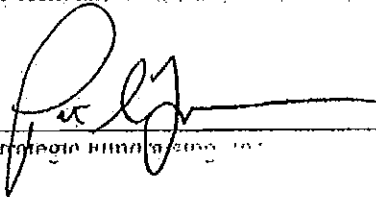
7. IT IS FURTHER AGREED that Respondent shall respond in a timely manner to reasonable requests from the Attorney General for information relating to Respondent's compliance with this Assurance.

8. IT IS FURTHER AGREED that Respondent shall pay to the Attorney General, within one hundred twenty (120) days of the effective date of this Assurance and in the manner the Attorney General directs, the sum of \$10,000, for the administration and implementation of Iowa's consumer protection laws pursuant to Iowa Code § 714.16C.

The Undersigned who have the authority to consent and sign on behalf of the Attorney General of Iowa and Respondent hereby consent to the form and contents of this Assurance.

Date:

2/17/15




Strategic Fundraising, Inc.

Date: 2-20-15


Michele Shuster
Counsel for Strategic Fundraising, Inc.

Date: 2-24-15


Steve St. Clair
Assistant Attorney General